

## COUNTY OF YORK GRINDER PUMP AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between **T & S ASSOCIATES, INC.**, and **WILTSHIRE, INC.**, hereinafter referred to as "Owners," and the **COUNTY OF YORK, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County."

**WHEREAS**, the Owners are the owner of the properties located at 1574 and 1568 Penniman Road, Williamsburg, Virginia, 23185, bearing York County Tax Parcel Nos. 11-18-1 and 11-100 respectively, which properties are hereinafter referred to as the "Properties;" and

**WHEREAS**, the Owners desire to construct a duplex grinder pump and low pressure force main system to serve the Properties and connect that system into the facilities of the County in accordance with the design and specifications shown on the plan entitled, "DMJ Trucking and Green Guard Landscaping," dated February 5, 1999, and approved by the County on April 19, 1999, (hereinafter referred to as the "Sewer Plan").

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** That for and in consideration of the issuance of the proper permits, the covenants and agreements herein contained and other good and valuable consideration, the Owner and the County agree as follows:

1. The Owners shall pay the County the applicable sewer connection fees in accordance with their approved site development plans. Owners shall also pay an inspection fee of \$225.00, in addition to other fees and charges customarily levied by the County.

2. The Owners agree that all of the terms and conditions of this Agreement shall be binding on the Owners, their assigns and successors.

3. The Owners agree that they will, without cost to the County, and after obtaining all applicable plumbing permits and other requisite permits, commence to construct and complete to the approval of the County, a duplex grinder pump sewerage system and low pressure force main in compliance with the plans and specifications set out in the approved Sewer Plan, a copy of which plan is on file in the Department of Environmental and Development Services and incorporated herein by this reference. Such system must comply with Commonwealth of Virginia Sewage Regulations, Section

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22.06 (Feb. 1977 Ed.), York County Code § 18.1-40, and the provisions of York County's Sanitary Sewer Standards and Specifications pertaining to grinder pumps.

4. The Owners agree that no third party shall be permitted to connect to the system.

5. It is understood and agreed between the parties that the County intends to accept as part of the County system only the portion of the gravity sewer line located within the 30-foot easement shown on the "Greener Side-Wiltshire, Inc. Off-Site Gravity Sewer Plan" dated December 18, 1999 and approved on February 3, 2000, for purposes of maintenance.

6. It is mutually understood and agreed that the issuance of permits for the installation and construction of the off-site sewer system shall not be deemed to be an acceptance by the County of said sewer system or any physical improvements shown in the plans and specifications and that the Owners will be fully responsible therefor and assume all risks and liabilities therefor until such time as the system is accepted by the County.

7. It is mutually understood and agreed that if and when County gravity or vacuum sewer service is extended to, and is adjacent to the Properties, the Owners, or their successors and assigns, shall disconnect and abandon the grinder pump system and connect to the extended gravity or vacuum system at no cost to the County within ninety (90) days of notification of service availability by the County, and no additional connection cost will be charged by the County.

8. It is mutually understood and agreed that where the aforementioned improvements provide for the construction of a portion of the system to be dedicated and conveyed to the County, the Owners shall:

a. Furnish the County permanent blackline, reproducible "As-Built" drawings of said system on 0.003 inch polyester film completed in a form satisfactory to the County, with certification from a professional engineer, certified land surveyor, or architect that the information thereon is true and correct to the best of its knowledge, and

b. Notify the Director of Environmental and Development Services prior to the conduct of any test or final inspection by its engineer, and in addition, the Owners through their engineers shall furnish test reports, if applicable, as to the materials installed under the terms of this Agreement, and

c. Be responsible for and bear all costs imposed upon the County by the Virginia Department of Transportation (VDOT) for inspections and/or testing of any roadway, drainageway or other facility shown on the plan and specifications.

d. Prior to commencement of the construction, obtain a "Certificate to Construct Sewer Facilities" from the Department of Environmental and Development Services and pay the County the fee of \$225.00 therefor.

9. This Agreement shall be recorded in the office of the Clerk of the Circuit Court for York County at the Owners' expense.

10. The Owners agree that any charges for sewer service, including those imposed by this Agreement, shall constitute a lien on the property until paid in full.

Approved as to form:

\_\_\_\_\_  
County Attorney

COUNTY OF YORK, VIRGINIA

By \_\_\_\_\_  
County Administrator

T & S ASSOCIATES, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

WILTSHIRE, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of T & S Associates, Inc., whose name is signed to the writing bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of such corporation.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of Wiltshire, Inc., whose name is signed to the writing bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of such corporation.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that Daniel M. Stuck, County Administrator, whose name is signed to the writing bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of the County of York.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_